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Attorney for: Secured Creditor,
Aurora Loan Services, LLC, its assignees and/or successors

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

In re:	)	Case No. 10-26862
)	
Burymills Holdings and Investments,	)	DC No.: BRI-1
LLC,)	
	)	Chapter 7
Debtor.)	
	)	MOTION FOR RELIEF FROM
Aurora Loan Services, LLC, its	)	AUTOMATIC STAY
assignees and/or successors,)	
)	
Secured Creditor,)	
v.)	
	)	Date: 05/10/2010
Burymills Holdings and Investments,	)	Time: 9:00 a.m.
LLC, Debtor; and J. Michael Hopper,	)	Ctrm: 28, 7th Floor
Chapter 7 Trustee,	)	Place: 501 I Street
	)	Sacramento, CA
)	
Respondents.	)	Judge: Michael S. McManus
)	
)	
)	

Aurora Loan Services, LLC its assignees and/or successors in interest (“Secured Creditor” or “Movant” herein), moves this Court for an Order Terminating the Automatic Stay

1 of 11 U.S.C. § 362 as to moving party (and the Trustee under the Deed of Trust securing
2 moving party's claim) so that moving party and its Trustee may commence and continue all acts
3 necessary to foreclose under the Deed of Trust secured by the Debtor property, commonly
4 known as 9621 Stablegate Road, Wilton, CA 95693, ("Property" herein). **See Exhibit "1".**

5 Secured Creditor is the payee of a Promissory Note dated 12/26/2006, in the principal
6 amount of \$792,000.00, which is secured by the Deed of Trust of the same date signed by the
7 Original Borrower Donna K. Saunders, an unmarried woman ("Original Borrower"). **See**
8 **Exhibit "1".**

9 On or around 01/04/2009 the Original Borrower transferred a 100% interest to Azzyet
10 Holdings & Investments, A California Corporation, without the knowledge or consent of the
11 Movant an in violation of the terms of the Deed of Trust Original Borrower signed. **See Exhibit**
12 **"2".**

13 On or around 04/29/2009 Azzyet Holdings & Investments, A California Corporation
14 transferred a 100% interest to Servand Enterprises, LLC, A California Corporation, without the
15 knowledge or consent of the Movant an in violation of the terms of the Deed of Trust Original
16 Borrower signed. The Grant Deed was recorded on 4/30/2009. **See Exhibit "2".**

17 On or around 03/18/2010 Servand Enterprises, A California Corporation LLC
18 transferred a 100% interest to Bury Mills Holdings and Investments, LLC, A California
19 Corporation, without the knowledge or consent of the Movant an in violation of the terms of the
20 Deed of Trust Original Borrower signed. The Grant Deed was recorded on 03/19/2010. **See**
21 **Exhibit "2".**

22 A copy of Secured Creditor's Relief From Stay Information Sheet is filed concurrently
23 herewith as a separate document pursuant to Local Rules of Court.

24 The current value of the Debtor's subject Property is \$533,000.00, based upon the
25 Debtor's own value as set forth in Schedule A. Movant requests the court to take judicial notice
26 of the Debtor's Schedules. **See Exhibit "3".**

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1 In the present case, the Debtor has no equity in the Property, as evidenced by the
2 approximate market value compared to the total liens against the Property, principally that of
3 Secured Creditor herein and the other liens as noted in this Motion.

4 Value	\$	533,000.00
5 Total Liens to Secured Creditor	\$	984,108.94
6 Equity	\$	(451,108.94)

7 Based on the foregoing, Secured Creditor alleges that there is no equity in the subject
8 Property, the subject Property is not necessary for an effective reorganization, and Secured
9 Creditor is not adequately protected. Secured Creditor is not receiving regular monthly
10 payments, and is unfairly delayed from proceeding with the foreclosure of the subject Property.
11 Accordingly, relief from the automatic stay should be granted to Secured Creditor pursuant to
12 11 U.S.C. § 362(d)(1) and (2) and (4).

13 WHEREFORE, Secured Creditor prays for judgment as follows:

- 14 1. For an Order granting relief from the automatic stay, permitting Secured Creditor to
15 proceed with the foreclosure under Secured Creditor's Deed of Trust, and to sell the
16 subject Property at a trustee's sale under the terms of the Deed of Trust to proceed
17 with any and all post foreclosure sale remedies, including the unlawful detainer
18 action or any other action necessary to obtain possession of the Property.
- 19 2. For an Order that the fourteen day stay described in Bankruptcy Rule 4001(a)(3) be
20 waived.
- 21 3. For an Order modifying the automatic stay to protect Secured Creditor's interest, as
22 the Court deems proper.
- 23 4. For such other relief as the Court deems proper.

24 Dated: April 7, 2010

McCarthy & Holthus, LLP

26 By: /s/ Brielyn Sesko,
27 Brielyn Sesko, Esq.
28 Attorney for Secured Creditor
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